



Toronto Community Housing



Request for Proposals
for
Ownership and Operation of TCHC's Scattered House Portfolio

Request for Proposals No.: **RFP-TF-2019-001**

Issued: **October 31, 2019**

Submission Deadline: **January 29, 2020 12:00:00 local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by The City of Toronto (the “City”), in conjunction with Toronto Community Housing Corporation (“TCHC”) in its ongoing work to execute the Tenants First implementation plan, to prospective proponents from the non-profit housing sector, including co-operatives and land trusts, to submit proposals to acquire ownership and operation of **TCHC's Scattered House Portfolio**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”). Ownership of the TCHC's Scattered House Portfolio may be limited to a stratified interest in the properties or may include the entire fee simple interest in the properties, as may be determined by Council in its sole discretion. In the event that Council determines that a stratified interest in the properties is to be transferred to the selected proponent, the City shall obtain from TCHC and retain the air rights above any existing buildings or structures.

The intended outcomes of this RFP are to ensure that:

- the portfolio is maintained as affordable housing in perpetuity;
- the portfolio's current number of Rent Geared to Income (“RGI”) units are maintained;
- the portfolio's unit configurations are maintained;
- the financial cost associated with operating the portfolio is removed from TCHC;
- the portfolio is well operated and maintained;
- the portfolio is operated in a financially sustainable manner;
- the portfolio's tenants receive quality customer service;
- the selected proponent(s) select tenants in accordance with an approved access plan; and
- the non-profit sector in Toronto is strengthened.

The development of this RFP has been informed by meetings with TCHC tenants of scattered housing held in March 2018 and January 2019. A record of these discussions can be found in Annex G – Record of Discussion from Scattered Tenant Information Meetings and Summary of the Tenant Network Meetings.

Proponents should apply if they:

- are non-profit corporations, including co-operatives and land trusts, and will maintain the acquired houses for their current housing purpose;
- are interested in strategically managing a portfolio of real estate and are interested in acquiring multiple properties;
- will maintain current tenancies, including assuming residential tenancies where tenants currently occupy certain houses, residential tenancies where tenants have a right to return to occupy certain houses pursuant to a Relocation Agreement or similar entered into with TCHC, and leases with agencies that currently occupy certain houses that the occupying agency has chosen not to acquire;
- can demonstrate that they will provide quality rental housing;

- will comply with City and Government of Ontario policies regarding assessment of eligibility for RGI benefits, review of market rent, and internal transfers for over-housed or under-housed tenants;
- will commit to achieving excellent levels of tenant satisfaction and regularly engage with current and future tenants;
- will compensate TCHC for an amount equivalent to the outstanding mortgage balance and transaction costs associated with the transfer, in the manner hereinafter set forth;
- can demonstrate a sustainable business model using rental income generated by the portfolio, including rent supplement funding for existing RGI households from the City to operate the portfolio, as well as restore it to a ten percent (10%) Facility Condition Index (“FCI”) and maintain this level of FCI on a go-forward basis, where “Facility Condition Index” or “FCI” means an industry standard to measure or rate the condition of buildings and physical infrastructure (it is represented by a ratio based on of the cost of remedying capital deficiencies to the current replacement value of the asset);
- will commit to working collaboratively with TCHC and the City; and
- are prepared to enter into legal agreements with the City and TCHC consistent with the term sheets in Annex A of this RFP.

Properties in the Scattered Housing Portfolio have been divided into six (6) bundles based on location. Proponents will be asked to identify each bundle for which they are submitting a proposal in Form 1 – Pricing. There is no limit to the number of bundles for which a proponent may submit a proposal.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

TFScatteredHousingRFP@procurementoffice.com

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. It is the City’s intention to enter into an agreement with one (1) or more legal entities. Joint proposals will be considered; however, the proposal must identify one (1) proponent as the lead proponent.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	October 31, 2019
Optional Pre-Bid Meeting	November 25, 2019 at 14:00:00 local time
Deadline for Questions	January 8, 2020 12:00:00 local time
Deadline for Issuing Addenda	January 15, 2020
Submission Deadline	January 29, 2020 12:00:00 local time
Rectification Period	5 business days
Anticipated Initial Ranking and Commencement of Concurrent Negotiations	February 26, 2020
Anticipated Deadline for Submission of Best and Final Offers (“BAFO”)	March 25, 2020
Anticipated Final Ranking	April 22, 2020
Contract Negotiation Period	30 days
Council Consideration Process	60 days
Anticipated Execution of Agreement	July 2020
Due Diligence Period	<ul style="list-style-type: none">• 120 days for bundles of 50 properties or less• 180 days for bundles of 51 properties or more
Transaction Close Period	90 days

The RFP timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

1.4.2 Optional Pre-Bid Meeting

An optional Pre-Bid Meeting will be held prior to the RFP closing. Please see timetable above for exact date and time. This optional pre-bid meeting will start at 14:00:00 local time on Monday, November 25, 2020 at Toronto City Hall, 100 Queen Street West, in the 14th Floor Boardroom on the 14th Floor of the East Tower. Please allow for two (2) hours to complete the meeting.

The purpose of the optional Pre-Bid Meeting will be to walk proponents through the RFP process and the City’s requirements as outlined in the Deliverables and the attached forms.

Verbal responses to questions by the City during the optional Pre-Bid Meeting are not official and do not modify or form a part of this RFP. Where a question addressed during the meeting results in additional information that should modify or supplement the terms of this RFP, the City will issue an addendum following the meeting in accordance with section 3.2.2 of this RFP.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted through the City’s online Bonfire portal at:

<https://procurementoffice.bonfirehub.ca/opportunities/27451>

Submissions by other methods will not be accepted.

Minimum system requirements are Internet Explorer 11, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Proponents should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions, or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

1.5.2 Proposals to be Submitted on Time

Proposals must be uploaded and finalized on or before the Submission Deadline set out in the RFP Timetable.

Uploading large documents may take significant time, depending on file size and internet connection speed. It is strongly recommended that proponents allow sufficient time of at least one (1) hour before the Submission Deadline to upload documents and finalize their submissions.

Proponents will receive an email confirmation receipt with a unique confirmation number upon finalizing their submissions.

1.5.3 Proposals to be Submitted in Prescribed Format

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire portal.

The maximum upload file size is 1,000 MB.

Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by un-submitting the proposal and re-submitting a revised proposal through the Bonfire portal.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, a proponent should un-submit the proposal through the Bonfire portal. Following the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION, AND AWARD

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following stage:

2.3.1 Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria in Section E of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Concurrent Negotiations and BAFO

2.5.1 Initial Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be initially ranked based on their total scores. Proposals will be evaluated for each separate bundle.

2.5.2 Concurrent Negotiations and BAFO Process

The City intends to invite the top two (2) ranked proponents for each bundle to enter into concurrent negotiations. During these concurrent negotiations, the City will provide each proponent with any additional information and will seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, each proponent will be invited to revise its initial proposal and submit its BAFO to the City. This stage of the RFP process will follow the following sub-stages:

(a) Commercially Confidential Meetings (CCMs)

This sub-stage will consist of meetings with short-listed proponents and the City evaluation members. The CCMs will allow for meaningful dialogue regarding each short-listed proponent's

proposals and may include feedback to the proponents to identify potential gaps and discussions of potential alternate approaches to fulfill the City's requirements. The City will issue its CCM schedule of dates to short-listed proponents as part of the Notice of Short-Listing.

(b) Submission of BAFOs

This sub-stage will allow short-listed proponents to revise their initial submissions and submit their BAFOs for final evaluation and ranking. If the short-listed proponent fails to satisfy the BAFO submission requirements as described in the Notice of Short-Listing, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the BAFO submission requirements within the Rectification Period, its initial submission will be considered the final submission for evaluation of rated criteria as set out under Final Evaluation Criteria in Section E of the RFP Particulars (Appendix D). The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent.

2.5.3 Evaluation of BAFO and Final Ranking of Proponents

Each BAFO will be evaluated against the rated criteria set out under Final Evaluation Criteria in Section E of the RFP Particulars (Appendix D) and will be assigned a final ranking using the same process set out above. The top-ranked proponent based on the evaluation of the BAFOs will receive a written invitation to enter into a final round of negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

2.6 Stage V – Contract Negotiations

2.6.1 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

2.6.2 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section D of the RFP Particulars (Appendix D), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

2.6.3 Failure to Enter into Agreement

If the pre-conditions of award listed in Section D of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with

the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

2.6.4 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

2.6.5 Contract Under RFP Authorized

Once the OREA – Residential Agreement of Purchase and Sale, Schedule A – Agreement of Purchase and Sale, a Social Housing Agreement (Annex A-1), a Rent Supplement Funding Agreement (Annex A-2), and a Rent Geared To Income Services Agreement ((Annex A-3) have been finalized, City staff from the Tenants First Project Management Office will write a report recommending the selected proponent(s) to the committee of Toronto City Council (the “Council”) that makes recommendations on the Council's strategic policy and priorities, governance policy and structure, financial planning and budgeting, fiscal policy, intergovernmental and international relations, Council and its operation, and human resources and labour relations (the “Executive Committee”). If approved, the Executive Committee will make a recommendation to the Council at its subsequent meeting. Subject to the Council’s approval and subsequent shareholder direction to TCHC, contracts under the RFP will be authorized.

2.6.6 Agreements Finalized and Executed

Once authorized, TCHC and the selected proponent(s) will finalize and execute an agreement of purchase and sale based on the Form of Agreement set forth in Appendix A. Once executed, the parties to the agreements will enter the due diligence period.

In addition, once authorized, the City and the selected proponent(s) will finalize and execute the necessary agreements based on the Social Housing Agreement Term Sheet (Annex A-1), the Rent Supplement Funding Agreement Term Sheet (Annex A-2), and the Rent Geared to Income Service Agreement Term Sheet (Annex A-3).

2.6.7 Due Diligence Period and Transaction Close

It is expected that the due diligence period will continue for one hundred twenty (120) days; or one hundred eighty (180) days for bundles greater than fifty (50) properties. During the due diligence period, the selected proponent(s) will have the opportunity to further assess the properties and conduct site inspections for the purpose of completing the following, which is not an exhaustive list:

- building condition assessments;
- pest (termite) assessments;
- environmental assessments;
- geotechnical assessments;
- examination of title;
- review of financial records; and
- review of operating and maintenance records including building condition audits (if any).

2.6.8 Buyer Financing

The transaction can be made conditional on the selected proponent(s) obtaining financing within one hundred and twenty (120) days.

2.6.9 Transaction Close

Once the due diligence period has concluded and all conditions have been waived, the transaction will close within ninety (90) days.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process. Upon conclusion of the evaluation process, City staff from the Tenants First Project Management Office will submit a report on the results of the RFP. The report will be considered by Executive Committee and may be considered by Council and will be available on the Tenants First Project Management Office website at: www.toronto.ca/tenantsfirst.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’s other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City and TCHC

All information provided by or obtained from the City or TCHC (the "disclosing party") in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the disclosing party and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the disclosing party; and
- (d) must be returned by the proponent to the disclosing party immediately upon the request of the disclosing party.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact. Proponents should be aware that City Council and individual Council members have the right to view the proposals, provided their request have been made in accordance with City procedures.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

See Annex A – Agreements and Term Sheets for the following agreements and terms, which will form the basis for commencing negotiations between the City and the selected proponent:

- OREA – Residential Agreement of Purchase and Sale
- Schedule A – Agreement of Purchase and Sale
- A-1 – Social Housing Agreement Term Sheet
- A-2 – Rent Supplement Funding Agreement Term Sheet
- A-3 – Rent Geared to Income Services Agreement Term Sheet

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. **Bundle(s) Requested:** _____

3. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

4. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

5. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

6. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth twenty (20) points of the Initial Evaluation total score.

A minimum pricing value has been provided for each bundle. The minimum pricing value includes both the associated mortgages and transaction costs for each property within the bundle. If a proponent wishes to submit a proposal for a bundle, the minimum pricing value for that bundle must be at minimum met in order to qualify for evaluation.

Pricing will be scored based on a relative pricing formula using the rates set out in Form 1 – Pricing. Each proponent will receive a percentage of the total possible points allocated to price for the particular bundle it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{proponent's price} \div \text{highest price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Required Pricing Information

Proponents must submit a Form 1 – Pricing, completed as per the instructions on the form, with their proposal submission.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

1. Scattered House Portfolio Summary

A list of the Scattered House Portfolio building statistics is included in Annex B – List of Single Family Houses with Building Statistics. TCHC's Single Family Houses consist of six hundred twenty-three (623) houses comprising of seven hundred thirty (730) units. The Scattered House portfolio is comprised of eight hundred forty-two thousand eight hundred seventy-seven (842,877) square feet (sf) of gross floor area (“GFA”). As of January 2018, six hundred sixty-six (666) units within the Single Family Houses were occupied and sixty-four (64) units within the Single Family Houses were vacant. Of the seven hundred thirty (730) units, five hundred ninety-five (595) are Rent Geared to Income (“RGI”) units and one hundred thirty-five (135) are Market Rent units, where “Market Rent” means rent paid by tenants that is based on local rental rates observed of similar units in comparable buildings.

The following table summarizes the unit mix of Single Family Houses:

	Rooming	Bachelor	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed	6 Bed
Single Family Houses	5	18	34	58	501	91	22	1

2. Responsibilities

The housing provider will be responsible for the delivery of RGI housing in a social housing context. The transferred properties will remain affordable and will need to continue to be owned by a non-profit or co-operative corporation.

There will be an ongoing relationship with the City as service manager, as defined in the *Housing Services Act* (“HSA”), of the social housing system. This will require being subject to oversight as outlined in the HSA and may require audits and information sharing as required.

The housing provider will be responsible for creating and delivering a capital plan for the properties and maintaining the properties to a good standard. This includes making repairs in a timely manner and communicating regularly with tenants. Beyond the regular landlord responsibilities as outlined in the *Residential Tenancies Act* (“RTA”), it is required that the housing provider adhere to the standards set by the City for the delivery of social housing. This includes following City Guidelines (available here: <https://www.toronto.ca/community-people/community-partners/social-housing-providers/city-guidelines-for-social-housing-providers/>), which will change from time to time, completing required training offered by the City, and providing regular reports on operations.

B. MATERIAL DISCLOSURES

1. Available City Funding

The City will continue to provide rent supplement funding for existing RGI tenant households eligible to receive RGI benefits and for eligible tenant households that occupy a vacant unit that was formerly occupied by an existing eligible RGI tenant household. Additional funding has not been committed by the City towards ongoing operating and capital funding for transferred scattered housing units as identified in this RFP. The intended outcomes described in section 1.1 Invitation to Proponents must be incorporated into the submitted proposals on the assumption that no additional City funding is available and a weighted Average Market Rent of one hundred percent (100%) must be met on all transferred units, where "Average Market Rent" (also known as "City of Toronto Average Market Rent" or "AMR") means the monthly City-wide rent by bedroom type as determined by Canada Mortgage and Housing Corporation ("CMHC") every fall. Figures published by CMHC in the fall are used to set affordable rents in the City for the following calendar year. If CMHC does not publish a survey of City-wide rents, or CMHC does not publish the average monthly City-wide rent for a particular bedroom type, then "City of Toronto Average Market Rent" (or "Average Monthly Rent" or "AMR") shall be the monthly City-wide rent as determined by the City.

Rent supplement funding will be based upon the difference between AMR and the RGI paid by the eligible RGI tenant household. Market rent for units that do not benefit from a rent subsidy will be subject to the restrictions set forth in the Social Housing Agreement (Annex A-1). Proposals must demonstrate that all operating expenses of the units forming the requested portfolio, including all principal and interest costs and ability to fund the capital repairs required to maintain a Facility Condition Index ("FCI") of ten percent (10%) can be met and sustained, where "Facility Condition Index" or "FCI" means an industry standard to measure or rate the condition of buildings and physical infrastructure. FCI is represented by a ratio based on of the cost of remedying capital deficiencies to the current replacement value of the asset.

2. Location

A map of the Scattered House Portfolio is included in Annex C – Map of TCHC Single Family Homes. The purpose of the map is to demonstrate the scattered nature of the portfolio.

The following table describes the Scattered House Portfolio by Ward:

Ward	Number of Single Family Houses
1	1
3	1
4	19
5	8
6	2
7	3
9	34
11	13
12	3
13	25
14	125
16	7
19	89
20	33
21	25
23	124
24	34
25	77
Total	623

3. Planning and Zoning Considerations

All relevant planning and zoning requirements apply, including restrictions on rental replacement. For reference, a list of houses with heritage designations registered on title is provided in Annex F – List of Scattered Houses with Heritage Designation.

4. Legal Considerations

Proponents are required to carefully review the term sheets in the Annex A before submitting a proposal, as they set out the terms and conditions for receiving ongoing funding from the City as well as reporting requirements and general obligations of the selected proponent(s).

The selected proponent(s) will be required to sign a number of agreements with the City. In certain circumstances the operator of the housing, if not the owner, will be required to sign these agreements. The main agreement will be a Social Housing Agreement (Annex A-1), which protects the use of the asset for affordable housing.

Pursuant to subsection 453.1(16.1) of the *City of Toronto Act, 2006* (“COTA”) the City may enter into an agreement with the owner of land that contains housing accommodation to be used for the purposes of a social housing program.

Under COTA a “social housing program” means, inter alia, a program or Housing Facilities that are entirely owned or operated by a non-profit corporation as defined in the *NHA* and that, in the opinion of the City, is designed to provide housing accommodation primarily for persons with low-to moderate-incomes, at a charge not exceeding the amount required to finance, operate, and maintain such accommodation without profit. The Social Housing Agreement is intended to articulate the obligations of the selected proponent(s) to operate the acquired housing as a social housing program. The term sheet for this agreement is set forth in Annex A-1.

The selected proponent(s) may also be required to sign a funding support agreement and a rent-geared-to-income services agreement (see Annexes A-2 and A-3). The City support funding will follow the City’s template rent supplement or fixed rent supplement agreement in common use with other social housing providers.

As noted in A. Deliverables, six hundred seven (607) households are eligible for RGI benefits. As outlined in the *Housing Services Act* (“HSA”), a service manager is responsible for the administration of any RGI assistance in respect of a housing project that is subject to the HSA. Section 17 of the HSA permits a service manager to delegate in writing all or some of its powers and duties under the HSA. The responsibility for RGI administration has been delegated to housing providers, where such housing providers have entered into RGI Service Agreements with service managers. The City is the service manager for the Toronto area.

The selected proponent(s) will be required to enter into an RGI Service Agreement and a Rent Supplement Funding Agreement (Annexes A-2 and A-3) with the City relating to the provision of RGI benefits to eligible tenants occupying the Scattered Housing Portfolio. The RGI Service Agreement establishes and sets out the obligations of both the selected proponent(s) and the City with respect to the RGI administration function for the housing project that will be transferred to the selected proponent(s). The rent supplement paid by the City to the selected proponent(s) under the Rent Supplement Funding Agreement will be the difference between the RGI paid by the tenant and the average market rent for similar housing in the Toronto published annually by CMHC in its Market Report for the Greater Toronto Area. Annex A sets out the term sheets for these agreements.

The City expects that the housing provider will comply with the terms of the, the Social Housing Agreement, the RGI Service Agreement, and the Rent Supplement Agreements when carrying out the administration function related to their RGI units. The term sheet set forth in Annex A-1 sets out the remedies of the City if the housing provider fails to comply with the Social Housing Agreement. If the housing provider fails to comply with the terms of their RGI Service Agreement, the City may terminate the RGI Service Agreement. If the City does terminate an RGI Service Agreement, it may, pursuant to section 17 of the *HSA*, select an alternate service provider to carry out the RGI administration function related to the RGI units in the Scattered Housing Portfolio acquired by the selected proponent and deduct the incremental cost from the funds payable under the Rent Supplement Funding Agreement.

5. Operating Expenses

Realty tax data is provided in Annex D. TCHC incurred operating expenses of about one million nine hundred thousand dollars (\$1.9 million) for utilities and about two million dollars (\$2.0 million) for realty taxes in 2016:

6. Outstanding Mortgages

A list of outstanding mortgage balances is provided in Annex I – Scattered Housing Portfolio Financial Overview. As of March 2019, the outstanding mortgage balance for TCHC's scattered houses was about eight million six hundred twenty-two thousand one hundred twenty-three dollars and eighty-nine cents (\$8,622,123.89.) Note that some mortgages encumber an entire development, where a development includes several scattered house properties and may even include houses which do not form part of this RFP. As a result, TCHC and the City will seek the appropriate severances to accommodate the housing to be acquired by the selected proponent(s).

It is expected that the proponent will compensate TCHC for an amount that is equivalent to a portion of the total Scattered Houses Portfolio mortgages determined by using the total MPAC value of the specific bundle as it relates to the total MPAC value of the overall portfolio, as well as the transaction costs associated with transferring the Scattered Houses Portfolio. This is reflected in the Minimum Pricing for each Bundle in Form 1 - Pricing.

7. Capital Expenditures

Building repair capital information is provided in Annex E – List of Single Family Houses with Building Repair Capital Information. In addition, proponents should access the Building Condition Assessments (“BCA”s) for each of the bundles online via the following Dropbox link:

https://www.dropbox.com/sh/79sglh0ye5fi5az/AAAWXZ1Mwf7gn9PrKm_JWIT-a?dl=0

If you are having trouble accessing the Dropbox link and the files within, please contact the RFP Contact at TFScatteredHousingRFP@procurementoffice.com.

As of December 31, 2016, the capital repair backlog was approximately twenty-one million two hundred thousand dollars (\$21.2 million).

8. Leasehold Properties

Some properties may be leased by TCHC from the City instead of owned in fee simple.

9. Title Issues

Properties are sold as is, where is. In the event of a title issue or other issue which TCHC cannot resolve using reasonable commercial efforts, the only remedy will be to withdraw the property from the bundle.

10. Property Stratification

The following properties may be stratified. Proponents should note that this list may change at the discretion of the City:

1. 13 Carroll St.
2. 3225 Dundas St. W.
3. 669 ½ Gerrard St. E.
4. 963 Gerrard St. E.
5. 965 Gerrard St. E.
6. 971 Gerrard St. E.
7. 1152 Kennedy Rd.
8. 9 Kingston Rd.
9. 62 Kingston Rd.
10. 726 Kingston Rd.
11. 19 Orchard Park Blvd.
12. 37 Winchester St.
13. 39 Winchester St.
14. 41 Winchester St.

11. Environmental Reports – Phase 1

Environmental Reports – Phase 1 for the properties will be issued via addendum for proponents' consideration, as per section 3.2.2 *All New Information to Proponents by Way of Addenda* of the RFP.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Form 2 – Policy to Exclude Bids from External Parties Involved in the Preparation or Development of a Specific Call or Request

Each proposal must include a completed Form 2 – Policy to Exclude Bids from External Parties Involved in the Preparation or Development of a Specific Call or Request.

4. Form 3 – Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts

Each proposal must include a completed Form 3 – Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts.

D. PRE-CONDITIONS OF AWARD

1. Proof of Non-Profit Status

The selected proponent must provide proof of their non-profit status prior to the execution of the contract award. Failure to provide proof of non-profit status will lead to the disqualification of the proponent from the RFP process.

E. RATED CRITERIA

The following sections set out the categories, weightings, and descriptions of the rated criteria for both stages of the RFP. Proponents should note that proposals must meet the minimum threshold of forty-eight point zero (48.0) points out of eighty (80) points on weighted criteria i to vii in order to continue in the evaluation process. Proposals that do not meet this minimum threshold will be disqualified from further evaluation.

1. Initial Evaluation Criteria

The following categories, weightings, and descriptions will be used in the initial evaluation of rated criteria during Stage II of the evaluation process (Evaluations), as described in Part 2 of this RFP. These criteria apply to initial proposals submitted by all proponents.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Entity Qualifications and Strategic Direction	5 points	48.0 / 80 points
ii. Management Qualifications	5 points	
iii. Relevant Experience	21 points	
iv. Stakeholder Engagement and Communication Plan	10 points	
v. Tenant Responsiveness Plan	9 points	
vi. Operational Plan and Funding Requirement	20 points	
vii. Asset Management Strategy	10 points	
viii. Pricing (See Appendix C for details)	20 points	N/A
Total Points	100 points	N/A

i. Entity Qualifications and Strategic Direction – 5 points total

- Provide a description of the proponent’s mandate, including vision, mission, and objectives, including board-approved corporate strategic plan or board-approved strategic vision for the next five years (2 points); and
- Provide a listing of the proponent’s Members of the Board of Directors with key credentials, experiences, and key accomplishments (3 points).

ii. Management Qualifications – 5 points total

- Provide proposed organizational chart for the management of the Scattered Housing Portfolio. To supplement the organizational chart, provide detail of previous experience of the proponent's senior management team who are proposed to assist in the managing of the Scattered House Portfolio, whether internal or external, including, but not limited to, the organization name, title, term of employment, key duties and accomplishments, and educational background (2 points); and
- Provide a description of three (3) project examples that demonstrate the proponent's ability to work successfully with municipalities and other public bodies and agencies (particularly those agencies providing supportive services to tenants), to meet deadlines, and to comply with any special reporting requirements imposed by government funding streams (3 points total, 1 point per project example).

iii. Relevant Experience – 21 points total

Proponents are asked to demonstrate their relevant experience working with tenants of social housing and their demonstrated capacity to manage residential properties in a professional manner in accordance with the requirements of federal, provincial, or municipal housing programs. In order to do so, proponents are asked to provide three (3) project examples (each example will be scored out of a total of 7 points, for a total possible 21 points for the category). The examples provided should highlight:

- Details of the proponent's experience in RGI administration, as the selected proponent(s) will be responsible for calculating and administering RGI subsidies as well as reviewing tenants' continuing eligibility for RGI benefits (5 points total for each example). Examples should include:
 - Evidence of the current state of the proponent's residential properties, including, but not limited to: physical condition; the existence and number of any *Building Code Act* violations; payment record of municipal charges (including realty taxes and water and sewer charges); ability to supervise building employees and maintain appropriate records; and the quality and timeliness of reporting by the proponent to the funder of a housing program;
 - RGI administration services that include the following activities:
 - i. determining whether persons on the waiting list are eligible tenants;
 - ii. determining, upon the commencement of a tenancy and at least once per year thereafter, the size and type of unit for which eligible tenants are eligible;
 - iii. determine the RGI rent payable by eligible tenants;
 - iv. receiving and reviewing information provided by eligible tenants from time to time to determine if they remain eligible to receive RGI assistance, and, if so, the amount of RGI assistance for which they are eligible;
 - v. reviewing, at least once per year, the eligibility of all eligible tenants to determine if they remain eligible to receive RGI assistance, and, if a finding of eligibility is made, the amount of RGI for which they are eligible;
 - vi. providing any and all notices to eligible tenants, as required by the *HSA*;
 - vii. taking reasonable steps to ensure that eligible tenants are advised of, and comply with, relevant provisions of the *HSA* and the regulations thereunder, as well as all City guidelines, which can be accessed here:
<https://www.toronto.ca/community-people/community-partners/social-housing-providers/city-guidelines-for-social-housing-providers/>;

- viii. implementing all requirements related to RGI administration contained in the City guidelines, and any amendments thereto, and in any local eligibility rules established by the City;
 - ix. assignment of a representative to act as a liaison with City staff for the purposes of the RGI Service Agreement;
 - x. co-operating and working with City staff to evaluate the services provided pursuant to the RGI Service Agreement;
 - xi. maintaining an adequate and appropriate administrative organizational structure sufficient to comply with the applicable obligations pursuant to an RGI Service Agreement;
 - xii. advising the City on a timely basis of any changes to the RGI rent amounts for eligible tenants; and,
 - xiii. supplying, providing, and performing any other services required to comply with the applicable obligations under the RGI Service Agreement.
- Evidence of the proponent's ability to work with government agencies. Proponents should demonstrate their ability to work successfully with municipalities and other public bodies and agencies, particularly those agencies providing supportive services to clients of the Ministry of Children, Community and Social Services, to meet deadlines and comply with any special reporting requirements imposed by government funding streams (2 points total for each example).

iv. Stakeholder Engagement and Communication Plan – 10 points total

- Provide details of how the proponent will engage and consult with tenants prior to, during, and after the transfer of the Scattered House Portfolio, including a detailed transitional plan and ongoing annual plan for engagement and consultation (5 points):
 - The plan should also specifically outline how the proponent will:
 - communicate with tenants regarding issues relating to their tenancy and home;
 - communicate with tenants regarding issues relating to the scattered house tenant community; and
 - consult and/or involve tenants in decision-making, both at a governance level and at a local level.
- Provide a community consultation and relations plan with details of how the proponent will engage with the City, suppliers, creditors, partners, and neighbours (5 points).

v. Tenant Responsiveness Plan – 9 points total

Proponents will achieve points in this category based on the alignment of the proposed policies with the current City priorities. The City priorities can be reviewed using the resources below:

- City Policies: <https://www.toronto.ca/community-people/community-partners/social-housing-providers/policy-and-procedures-development-tools/>

Additionally, proponents should review the City's Housing Stability Service Planning Framework, which was prepared by the Shelter, Support & Housing Administration (a division within the Community and Social Services cluster within the City) and is included in the RFP as Annex H.

Proponents should review the above information when preparing their proposed policies for this criteria category.

- Proponents should provide a process for responding to tenant requests in a timely manner (2 points).
- Proponents should provide the following proposed policies:
 - an annual rent review policy (3 points);
 - an arrears policy (1 points); and
 - an eviction prevention policy (3 points).

vi. Operational Plan and Funding Requirement – 20 points total

Proponents should propose an operational plan and proposed funding requirement. This should include:

- Proponents should provide details of the proponent's business model (8 points). This should include:
 - Year 1 net operating income statement with assumptions clearly laid out;
 - clearly articulated funding requirement to achieve intended outcomes;
 - property management plan with resources clearly identified; and
 - staffing model with plan that demonstrates how the proponent will transition to an adequate staffing level given the size of the portfolio for which the proponent has submitted a proposal.
- The proposed operational plan should explain how the net operating income generated will fund principal and interest costs of the Scattered House Portfolio (2 point).
- Proponents should also provide a transitional operational plan over three-month (3-month), six-month (6-month), one-year (1-year), and two-year (2-year) periods, which should detail how the scattered houses will be transferred to the proponent and how the proponent will work with TCHC to implement the plan (4 points).
- Proponents should provide a completed access plan outlining any target client groups and community partners, how vacant units will be filled, and how tenants will be selected (3 points).
- Proponents should explain the funding model and clearly state the annual funding required from the City (3 points).

vii. Asset Management Strategy – 10 points total

Proponents should propose an asset management strategy. This should include the following items:

- how the proponent intends to restore the portfolio to a Facility Condition Index (“FCI”) of ten percent (10%) and how the FCI of ten percent (10%) will be maintained once achieved (3 points);
- the forecasted annual capital costs and how the capital costs will be funded, either from current income or from financing (3 points);
- a policy for capital projects, such as renovations and accessibility modifications (2 points); and

- a policy for tenant relocation outreach and consultation associated with major capital repairs (2 points).

2. Final Evaluation Criteria

The following categories, weightings, and descriptions will be used in the final evaluation of rated criteria during Stage IV of the evaluation process (Concurrent Negotiations and BAFO), described in Part II of this RFP. These criteria will apply only to BAFO proposals submitted by top-ranked proponent(s) invited to participate in Stage IV. Further detail on the criteria for the Corporate Financial Viability category will be made by supplemental disclosure to short-listed proponents with their Notice of Short-Listing.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Stakeholder Engagement and Communication Plan	10 points	N/A
ii. Tenant Responsiveness Plan	9 points	N/A
iii. Operational Plan and Funding Requirement	20 points	N/A
iv. Asset Management Strategy	10 points	N/A
v. Corporate Financial Viability	20 points	N/A
vi. Pricing (See Appendix C for details)	31 points	N/A
Total Points	100 points	N/A